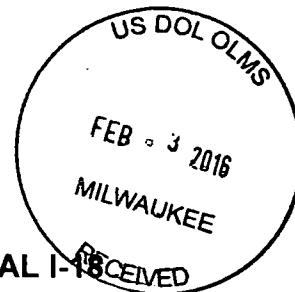


K# 9437



545-365

April 2014
COLLECTIVE BARGAINING AGREEMENT
BETWEEN
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 1-18
AND
Fiore Industries, Inc.

PREAMBLE

This agreement, by and mutual interests of the employees and the Company to promote and further the efficiency and economy of operations, to provide orderly collective bargaining relations, a method for the establishment of fair wages, hours and working conditions for the employees covered hereunder. In making this Agreement, it is recognized to be duty of the Parties to cooperate fully with each other, both individually and collectively, for the advancement of the purposes of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

ARTICLE I RECOGNITION OF THE UNION

The Employer hereby recognizes the Union, Pursuant to Section 9(a) of the Labor Management Act of 1947, as amended, as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of work and conditions of employment, for all Employees in the unit as set forth by the National Labor Relations Board in case No. 18-RC-9744; All full time and regular part time Firefighters, Firefighter-EMTs, Driver Operators, Crew Chiefs and Assistant Chiefs at the Fire Department of Cavalier Air Force Station, North Dakota, facility, excluding the Fire Chief, Director of Operations, and Dispatchers and Administrative employees as defined in the National Labor Relations Act, as amended.

The Employees represented by the Union and covered by this agreement are sometimes hereinafter collectively referred to as the "EMPLOYEES" or individually as the "EMPLOYEE". As used in this agreement, the term Fire Fighters and Fireman shall have the same meaning.

ARTICLE II SPECIAL PROVISIONS

The following provisions are hereby expressly adopted and made part of this agreement: no Employee or person seeking employment will be discriminated against by reason of race, color, religion, sex, age, or national origin. Nondiscrimination in employment includes but is not limited to the following: union membership, hiring, placement, upgrading, transfer, demotion, recruitment, advertising solicitation for employment, training during employment, rates of pay or other forms of compensation, selection for training including apprenticeship, layoff or termination.

ARTICLE III INVALIDITY

In the event that any term or provision of this Agreement shall be declared in violation of state or federal law, or shall through action of any federal or state legislation become unlawful, such

term or provision shall be void and of no effect in that particular jurisdiction. All other terms and conditions of this Agreement shall remain in full force and effect.

ARTICLE IV MANAGEMENT RIGHTS

Section 1. The Company shall remain vested with all management functions, including the full and exclusive control, direction but not limited to the right to hire, suspend, or discharge for just cause, to assign to jobs, to increase and decrease work force, to promote, demote, or transfer, to maintain discipline of employees and to make reasonable rules and regulations for the purpose of maintaining efficiency and discipline which do not conflict with the terms of this Agreement and the contract with the Government. The Company further shall have the right to establish reasonable standards relating to the performance of the job functions and to be the judge of an employee's ability to perform work according to the standards so set. Should an employee be unable to perform work according to the Company's standards, the Company shall have the right to terminate and discharge that individual from employment, subject to the provisions of this Agreement. In the event of a conflict in interpretation by any arbitrator or court of competent jurisdiction against any other provision of this agreement, this section shall prevail.

Section 2. Management's rights to terminate any Employees who performed less than twelve months of service are acknowledged.

Section 3. Nothing in this agreement would constitute a waiver of any rights an employee may have under Federal labor law.

ARTICLE V BULLETIN BOARD

A bulletin board at a location acceptable shall be provided for the Government, the Employer, and the Union for the exclusive use of the Union. Where notices of Union meetings and other business of the Union may be posted from time to time.

ARTICLE VI NO LOCKOUT, NO AUTHORIZED STRIKES

Section 1. The union shall not instigate, promote, cause, participate in or recognize, nor authorize Employees represented by the Union, to instigate, promote, cause, or participate in any strike, work stoppage, slow down, interruption of work, or other interference of any kind with operations during the life of this agreement. The Company reserves the right to discharge or otherwise discipline any employee taking part in any violation of this provision of the Agreement.

Section 2. There shall be no lockout on the part of the Employer during the life of this agreement.

Section 3. It is understood and agreed that the Union shall have no financial liability for the acts of its members, which are not expressly or implied authorized by the Union.

ARTICLE VII UNION COMMITTEE

Section 1. The Employer shall recognize duly authorized Union officers, Union committees and three stewards (one per shift). The Union will submit a list of all officers, committee members and stewards, and will keep such a list up to date, and no recognition will be given

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ARTICLE VII UNION COMMITTEE

Section 1. The Employer shall recognize duly authorized Union officers, Union committees and three stewards (one per shift). The Union will submit a list of all officers, committee members and stewards, and will keep such a list up to date, and no recognition will be given anyone who presumes to act as a committee member or steward until official notification is received by the Employer from the Union.

Section 2. The steward for the shift shall act as the Union representative for the handling of grievances: All Union business with the exception of handling of grievances shall be conducted on other than Company time.

Section 3. A reasonable amount of time at no loss of pay shall be granted to the Union President for the conducting of Union business with the Employer and/or Employees for the purpose of investigating of complaints and grievances and the processing of same. The Employer further agrees to allow the Union access to the bargaining unit during duty hours and to pursue its internal Union functions to the investigating of complaints and grievances within the fire station while off duty. However, such activities shall not interfere, interrupt or distract on duty personnel from the performance of their duties or in any manner disturb or disrupt the business of the employer.

ARTICLE VIII GRIEVANCE PROCEDURES

Section 1. A grievance is defined as a claim or dispute by the employer or employee or the Union concerning the interpretation or the application of this Agreement.

Section 2. All grievances must be presented in writing and filed and processed in accordance with the following exclusive procedure:

Step A. The employee who has a complaint shall discuss it with his immediate supervisor or the Project manager either himself or through his steward. If the complaint is not resolved at the Step 1 meeting, it may be advanced to the next step.

Section 3. Union grievances shall be presented, discussed and investigated during normal duty hours as long as it does not interfere, interrupt or distract on-duty personnel from the performance of their duties or in any manner disturb or disrupt the business of the employer.

Section 4. At any step of the grievance procedure, the Company or the Union may designate a substitute for the official designated herein other than persons who have previously participated in such grievance. The officially designated representative of either party may be accompanied by one other person at any step of the procedure except Step 1. Time limits are exclusive of Saturday, Sunday and recognized holidays.

ARTICLE IX DISCIPLINARY ACTION

Disciplinary actions taken against Employees may include verbal or written reprimand, suspension or termination of employment. Offenses committed that affect the safety of Employees and performance of work assignments include (but are not limited to) the following to the following: (1) Failure to perform work assignments, (2) Reporting to work while under the influence of alcohol or drugs, (3) Consumption of alcohol or drugs while on duty and possession of same, (4) Insubordination, (5) Any violation of rules and regulations of Cavalier Air Force Station, (6) Absent without leave, (7) Conduct of any illegal activity while on base, and (8) Negligence and failure to observe written Company policy.

ARTICLE X ARBITRATION

Section 1. Within ten (10) days after the filing notice of the intent to submit the unsettled grievance to arbitration, the parties shall attempt to mutually select an impartial arbitrator. If the parties are unable to agree within five (5) days of that meeting upon the choice of an arbitrator, they shall request the Federal Mediation and Conciliation Service to submit a list of five (5) names of possible arbitrators. Within five (5) days of the receipt of the list, the parties shall meet, and shall alternately strike two (2) names from the list, the party to strike first to be selected by lot. The fifth (5th) remaining person shall thereupon be selected as the impartial arbitrator.

Section 2. Within ten (10) days after the selection of the arbitrator, the parties shall enter into a submission agreement, which shall clearly state the arbitrable issue or issues to be decided. If the parties are unable to agree on a joint statement of the arbitrable issue or issues to be decided by the arbitrator, the submission shall contain the written grievance and the disposition of the same with the notation that the parties could not agree upon a submission agreement.

Section 3. During the hearing, each party shall have full opportunity to present evidence and arguments, both oral and documentary. The impartial arbitrator will render his finding and award in writing within fifteen (15) calendar days after the conclusion of the hearing. The decision of the impartial arbitrator shall be final and binding. The impartial arbitrator shall have no authority to modify, amend, revise, add to or subtract from any of the terms or conditions of this Agreement.

Section 4. The fees of the arbitrator and necessary expenses, including reporting services, if desirable, of any arbitration proceeding shall be borne equally by the Company and the Union except that each party shall pay the fees of its own counsel or representative and transcripts

requested by that party. If an employee witness is called by the Company, the Company will reimburse him for time lost at his regular straight time base rate. If an employee witness is called by the Union or if an employee-grievant is present at the hearing, the Union will reimburse such personnel for time lost at his regular straight time base rate.

Section 5. Nothing in this Article X shall prevent or preclude either party from commencing an action in Federal Court to enforce their claim after giving the other party reasonable time to address a grievance or claim according to the above procedures, provided however, the aggrieved party shall have first made reasonable efforts to resolve the dispute by having exhausted the administrative remedies herein provided.

ARTICLE XI SAFETY

The Employer shall make such provisions for the health and safety of Employees and to provide protective devices, clothing and other protective equipment necessary for proper protection as is required by the employer's contract with the Government.

ARTICLE XII SECURITY RESPONSIBILITY

Section 1. It is understood by and between the parties hereto that, as a necessary condition of employment, all Employees may be subject to appropriate investigation for security clearance under regulations prescribed by the Department of Defense, and that denial or withdrawal of such clearance by such governmental agency shall be just cause for separation.

Section 2. It is understood that there shall be no liability, financial or otherwise; on the part of the Employer for any suspension or separation resulting from withdrawal of a security clearance shall not be subject to the grievance and/or arbitration procedure.

ARTICLE XIII SENIORITY

Section 1. Seniority of employees shall mean the length of continuous, uninterrupted service of any full employee. Seniority shall be established by the date of hire into full time status, provided that the employee shall have first completed his/her probationary period. In the event that two or more individuals have the same date of hire, seniority shall be determined by the earliest date of birth. A seniority list shall be established and shall be revised at least annually with a copy furnished to the Steward of the local union. This list shall be posted. In the event of available overtime, the seniority list will be used to determine who will work that overtime.

Section 2. Promotions and assignments for job openings shall be made by the Company based on qualification, ability, physical fitness, job performance, and seniority. All other factors being equal, seniority shall govern. Layoffs and recalls of employees shall be made by the Company on the basis of seniority subject to the right of the Company to maintain a qualified work force.

Section 3. The Company retains the right to assign available work to employees and to transfer qualified workers to jobs when need for such work arises within the same contract. In the event there is a question of shift assignments and other factors such as qualifications, ability, physical fitness, and job performance being equal, seniority shall prevail.

Section 4. An employee will lose his/her seniority standing in the event that he/she, (1) resigns, (2) is discharged for cause, (3) is laid off for six (6) consecutive months, (4) is absent due to illness certified by a physician for twelve (12) consecutive months, (5) fails to return from written leave of absence at the end of such leave, and (6) is absent for three (3) consecutive working days without a bona-fide excuse acceptable to the Company.

ARTICLE XIV HOURS OF WORK

Section 1. The Calendar day shall begin at 4 o'clock p.m. (16:00 Hours) and shall end 24 hours after the beginning time at 3:59 p.m. (15:59 Hours). Similarly the workweek shall commence at 16:00 Hours Friday and continue through 15:59 Hours on the following Friday.

Section 2. The normal workweek shall consist of twenty-four (24) hour shifts for full time Employees. In each twenty-four shift, the sleep period shall be from 22:00 through 06:00 and the pay status hours shall be from 08:00 Hours to 16:00 hours and commencing on a new calendar day, 16:01 Hours to 22:00 and then resuming at 06:00 to 08:00. The Employee shall be compensated for a total of 16 hours per shift. Any interruption of sleep time(22:00 to 06:00) due to Alarm Room actions will be compensated at normal hourly rate for the duration of the incident from alarm to recovery & rehab of equipment, for all employees responding to the alarm (per 29 CFR 785.22).

Section 3. The paydays shall be bi-weekly for a total of 26 pay periods in a 52 week cycle.

Section 4. Callbacks in case of emergencies will be compensated at 1.5 times the regular hourly rates of pay, from when they are called to being released. Callback can only be approved by the Fire Chief or his designee if the Fire Chief is unavailable. Call back must be made by the approved company procedure and only by the telecommunications officer on-duty as directed by the Fire Chief or his designee.

ARTICLE XV WAGES

Rates established as a result of this agreement for classifications used are as set forth in Schedule A.

ARTICLE XVI HOLIDAYS

Section 1. The holidays recognized and granted by the Employer for the Employees shall be ten holidays per year:(unless listed with a specific date), the Holiday will be the observed Federal Holiday New Years Day (Jan.1), Martin Luther King, Jr. Birthday, Presidents Day, Memorial Day, Independence Day (July 4), Labor Day, Columbus Day, Veteran's Day (Nov. 11), Thanksgiving Day, and Christmas Day (Dec 25). Fire Department Personnel on duty shall receive eight hours of holiday credit at base wage rate plus one and a half times base wage rate for hours worked during the Holiday. Off duty personnel shall receive eight hour of holiday credit if they are in- pay status on a scheduled shift before or after the holiday. Pay status is defined as: (1) Working, (2) Being on Vacation, and (3) Jury Duty and. The additional credit with pay is not considered as time worked in computing weekly overtime. Holidays will be the federally observed holidays except for those where the actual date is listed above.

Part-time personnel, that are on-duty for an entire sixteen (16) hour shift on the holiday, will receive eight (8) hours of holiday pay plus 1.5 times the hours they work on the holiday.

ARTICLE XVII VACATIONS

Section 1. Full time Employees are eligible to accrue 80 hours of vacation during the first year of service; 128 hours the second year of service; 176 hours the third year and after of service. Length of service is based on full-time employment. Cash payments may be substituted in lieu of time off. No vacation pay will be granted until the employee completes one (1) year of continuous service.

Section 2. Advance vacation scheduling is required 90 days in advance, in order to insure a normal operation. Workload permitting, vacation may be granted: a day at a time providing that advance notice is given at least five (5) working days prior to vacation.

Section 3. If vacation has been granted before a "Mandatory" work situation arises (i.e. IG inspection or specialized training) the vacation request will be honored, but no vacation will be granted once notification of the work related situation has been announced at the Daily Roll Call.

Section 4. In the event of reduction in force or separation, the Employee separated shall receive pro-rated vacation payment, based on the number of month's service subsequent to the anniversary date of such credit for all Employees with on year of service or more.

ARTICLE XVIII HEALTH.WELFARE, and PENSION

Section 1. The Employer shall contribute the fringe amount specified in Schedule A coverage that is approved by the Union Benefit Committee. The entire fringe benefit amounts due the employees pursuant to this agreement shall be paid to the Union in trust for the benefit of the covered employees. The Union shall establish a committee to determine the level of coverage and for the allocation of funds as set forth in Schedule A. The Employer shall make the contributions set forth in Schedule A.

Full time

ARTICLE XX SICK LEAVE

Section 1. [✓] Employees earn 96 hours paid sick leave per year to accrue at the rate of 8 hrs. per month; for use in the event of sickness of the Employee or his family. Sick leave benefits are payable only in the event of sickness of the Employee or his family. Benefits may be accrued to a maximum of 192 hours and may be carried over from year to year. For the purpose of this article, the family is defined as spouse, children, step-children, grandchildren, mother, father, and grandparents of the Employee. For the purpose of sick leave benefits, one day is equivalent to 16 hours regular time (one work day). Any sick time in excess of 32 hours may require medical documentation.

Section 2. In the event of death in the family, an Employee shall be granted necessary time off. For the purpose of this benefit, the family is defined as spouse, children, step-children, mother, father, mother-in-law, father-in-law, sister, brother, grandchildren, grandparents and grandparents-in-law. Proof may be required by the Employer that a death did occur. All Employees will be granted two (2) workdays (32hours) for this purpose without loss of pay.

Section 3. When a change of Contractor occurs, employees shall have their accrued sick time carry over.

ARTICLE XXI STORM DAYS

Section 1. Each Employee shall be entitled to two storm days per year. Storm day benefits are payable only to the extent that a severe storm prevents an employee from reporting for his regularly scheduled shift, and then only as to the work hours lost. The employee has an affirmative duty to make every effort to report for duty, and is required to report for duty at the earliest available opportunity once the NDDOT has removed travel restrictions, unless otherwise excused by the Fire Chief.

ARTICLE XXII UNIFORMS

The Employees are required to wear uniforms such as trousers, shirts, caps and outwear that is approved by the company in the performance of their duties, the cost of furnishing such uniforms is an expense which may not be borne by an Employee. The company will provide a washing machine and dryer in the station which the Employee may use to launder the company provided uniforms while on-duty. The company will provide, brand at the company's discretion, laundry detergent for the Employees to use to wash only company provided uniforms. The Company is required to furnish all Employees with three (3) uniform shirts, pants and two outerwear, without costs to the Employee.

ARTICLE XXIII JURY DUTY

Section 1. Recognizing that jury duty is a civic duty of every qualified citizen; it is agreed that any Employee summoned for jury duty shall be allowed the necessary time off for such service.

Section 2. Any Employee absent on a regularly scheduled working day because of jury duty will receive the difference between his regular earning for such scheduled working day and the payment received for jury duty for that day, upon presentation of a settlement from the Clerk of Court giving the date of such jury duty and compensation received.

ARTICLE XXIV LEAVE OF ABSENCE

Section 1. Application for leave of absence without pay for personal reasons or for medical or Union business shall be made in writing through the Employee's immediate supervisor and Fire Chief, stating the time required and the reason such leave is necessary. (A) Personal leave of absence up to thirty days shall be denied or granted by the Employer based upon the

Employer's desire or ability to grant the same. (B) Medical leave of absence will granted where the need for such a leave has been documented by an acceptable medical certification. Initially, the leave shall be up to thirty days.

Section 2. Employees on medical leave of absence will maintain and accrue seniority, up to 30 days. Once the employee returns seniority will resume.

Section 3. Upon returning from medical leave of absence, the Employee shall return to his former position provided that his seniority would entitle him or her to it. Any person who has filled the injured person's position will return to his/her previous position, or if hired to fill a vacancy, will be laid off. Medical documentation will be required upon returning to work stating the employee is fit for duty.

Section 4. Employees will be able to take leave for Critical Stress provided that they utilize accrued Sick and Vacation time if needed.

ARTICLE XXV MILITARY SERVICE

An Employee who returns from military service and who meets the requirements will be rehired based upon his seniority. Any person who has bid or filled the military member's position will return to his/her previous position, or if hired to fill a vacancy, will be laid off.

ARTICLE XXVI TRAINING

Section 1. It is the Employee's responsibility to meet the requirements of any government specified document in a timely manner to assume those positions listed in Article XXVII Sec. 2. The company will hold periodic classes at Cavalier Air Force Station to assist the Employee, the Employee may voluntarily attend these classes for the advancement of their career. Only classes the company has made mandatory for an Employee to attend will the company pay the Employee for their time to attend.

Section 2. If required training has to take place off-site, employees will be compensated their hourly rate for their time in class plus mileage (Company approved rate)to the Training Site. (Ref. 29 CFR 785.37)

Section 3. If the required training is such that it requires distant travel and lodging; the Employer will pay the travel costs and will reimburse the employee for all receipts in connection to lodging, car rental and sustenance (alcohol and other non-work related activity will not be compensated for). All travel will be booked through the company headquarters. All training and travel must be approved by the director of the division before any travel or reimbursement will be processed.

Section 4. Any Company mandated job related function (security/clearance, or testing related) shall be compensated the same as the previous training provisions (hourly wage and mileage).

ARTICLE XXVII MISCELLANEOUS PROVISIONS

Section 1. The Union shall furnish to each Employee covered by this agreement a copy of said agreement, and further, shall furnish a copy to each new Employee hired in the bargaining unit.

Section 2. Staffing will be for each Engine in the Station to be manned by; a Crew Chief, a Driver/Operator, at least one Firefighter-EMT and two other firefighters regardless if they are EMT or not. No EMT qualified Firefighter can be denied work because there might already be two other EMTs assigned to the Engine for that shift. Each 24 hour Shift will have a qualified Assistant Chief on-duty overseeing the Station, Crew and vehicles.

Section 3. When the Contract between the Employer and the USAF expires or is terminated; the Union will require the opening of this CBA with the Successor upon notice of Contract Award and before start of new Contract with Employer and the USAF or other contracting agency.

Section 4. For the purpose of Schedule A, the salary listed as Asst. Chief; is for the Asst. Chief Operations, Asst. Chief Training and Asst. Chief Tech Services; until any or all of these positions become Day Shift only, then a separate salary will be negotiated for such position.

ARTICLE XXVIII TERMS OF AGREEMENT

This agreement shall be in force and effect from the date of execution. Either party may seek to modify the Collective Bargaining Agreement provisions of this agreement by:

1. Serving written notice upon the other party to the agreement of the proposed modification between January 1 and February 1, 2016 or any year thereafter. Written notice delivery is by US Mail, Courier Service, Overnight package service or other means of delivering an original written request. Written notice is not considered delivered by any other means such as email or fax.
2. Once a written notice is received the receiving organization shall notify the sender of receipt within five (5) working days.
3. Notifying the Federal Mediation and Conciliation Service within thirty days after such notice of the existence of a dispute and simultaneously therewith notifying any state agency established to mediate disputes within the state of North Dakota, provided no agreement has been reached by that time.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement on this day,
_____ effective the 1st Day May 2014.

For Local I -18 International
Association of Fire Fighters

President, Dennis Cole

Vice President, Jeff Nelson

For Fiore Industries Inc.

Director of Protective Services, Jeff Crum

Schedule A

The following wage and fringe benefit contributions shall apply to the Collective Bargaining Agreement between Fiore Industries Inc. and the International Association of Firefighters, Local I-18. Fringe benefits to be paid for all hours worked to the maximum of forty (40) hours per week.

Pay increases shall be three 3% annually effective May 1, of each year as long as this agreement is in place.

Position	5/1/14	5/1/2015	5/1/2016	5/1/2017	5/1/2018
On-call*	23.00	23.69	24.40	25.13	25.89
Firefighter**	23.00	23.69	24.40	25.13	25.89
F/F-EMT	23.50	24.21	24.93	25.68	26.45
D/O	24.50	25.24	25.99	26.77	27.57
Crew Chief	25.50	26.27	27.05	27.86	28.70
A/C	27.50	28.33	29.17	30.05	30.95

*- On-call firefighters cannot participate in normal life activities due to the 12 minute response time requirement. If the contractor or government elects to utilize on-call firefighters these people must be compensated at the on-call rate for all hours they are placed on call.

** - This is the Probationary Firefighter position for all Firefighters during their first six months of employment. When completed, those Firefighters who are EMT certified will move into the F/F-EMT pay scale and the non-EMT Firefighter will remain at their current pay.

Health, Welfare, and Pension benefits to be effective May 1, 2014

For Full-Time Employees: \$1366.40.00/mo. With 10% annual health and welfare increase to cover future premium increases

For Part-time Employees covering vacations, sick leave, personnel days, or leave with-out pay shifts shall be paid:

Health & Welfare: \$3.81/hr.

4.27 May 1 2015.

Or the current Service Contract Act Wage Determination for the areas as provided by the contracting officer.

The herewith schedule is acknowledged as an integral part of the Collective Bargaining Agreement between the parties.

IAFF Local I-18 _____
Fiore Industries Inc. _____

545-365